

Roderick Dairy, George Dale, Leroy Dale, Leland Dinwiddie, Joel Duke, John Falzone, Charles Ford, Kevin Ford, Tyrone Foster, Gerold Gibson, Louis Gorzycki, Mitchell Guillory, Terry Guyton, Steve Harp, Adrian Harris, Johnnie Harris, Eric Hewitt, Leoneshia Jackson, Johnnie Jefferson, Ivy Johnson, Rodney Johnson, Tony Jones, Danny Kimball, Adrien Lawson, Decarlos Leveston, Richard Maxey, Chris McGinty, Julius McNeil, Tandeia McQueen, Jacob Miller, Michael Mims, Victor Morgan, Dalvin Morris, Mike Morris, Ray Morris, Lon Mosley, LaCarlton Norfleet, Christophe Oldham, Joshua Owens, Manuel Parga, Kerry Pinkney, Enrique Prado, Tommy Preston, Raul Rodriguez, Mark Rosenfeld, James Scarmardo, Spence Shaffer, David Sitterly, Christopher Smith, Robert Smith, Aaron Springer, Harry Summers, Boderich Taylor, Roderic Taylor, Clarence Thomas, Mike Walden, Lawrence Walker, Walter Watson, Edward Weeks, Regnal Whiting, Ronald Winston, Lance Wise, and Demonica Young.

2. Following good-faith negotiations between counsel for Plaintiffs and counsel for Defendants, the Parties reached a mutually satisfactory settlement of all claims in the above-captioned lawsuit.

3. When an employee asserts a claim against his employer or former employer for allegedly unpaid wages under the FLSA, any settlement of that claim typically requires a court to review the settlement for fairness.²

4. The Confidential Collective Action Settlement Agreement and Release of Claims (the “Agreement”) entered into by and between Plaintiffs and Defendant has been submitted to the Court for *in camera* inspection and approval.

² *Lynn's Food Stores, Inc. v. U.S. By & Through U.S. Dep't of Labor, Employment Standards Admin., Wage & Hour Div.*, 679 F.2d 1350 (11th Cir. 1982).

5. The Parties respectfully request that the Court approve the Agreement because it is a fair and reasonable resolution between Plaintiffs and Defendant of *bona fide* disputes over wages. For example, there remain *bona fide* disputes as to the exempt status of Plaintiffs, as to the number of hours Plaintiffs worked, whether Defendants' actions were willful, and whether Defendants acted in good faith.

7. If this Court approves the Agreement, the Parties further jointly request the dismissal of Plaintiffs' claims with prejudice, with each party to bear his/her/its own costs and attorneys' fees.

WHEREFORE, for the foregoing reasons, Plaintiffs and Defendants respectfully request that this Court enter an Order approving the Agreement as a fair and reasonable resolution of *bona fide* disputes under the FLSA between Plaintiffs and Defendants, and dismiss with prejudice the claims in this lawsuit in their entirety with each party to bear their/its own costs and attorneys' fees.

Respectfully submitted,

/s/ Charles L. Scalise

Charles L Scalise
Ross Law Group
1104 San Antonio Street
Austin, Texas 78701
charles@rosslawpc.com

ATTORNEY FOR PLAINTIFFS

/s/ Gregory Guidry

Gregory Guidry
Texas State Bar No. 08593400
Ogletree, Deakins, Nash, Smoak & Stewart, P.C.
greg.guidry@ogletree.com
325 Settlers Trace Blvd. Suite 201
Lafayette, LA 70508
337-769-6583; 337-943-0858 (Fax)

**ATTORNEY IN CHARGE FOR
DEFENDANT**

OF COUNSEL:

Samantha Seaton
Texas Bar No. 24088382
S.D. Tex No. 2182853
Ogletree, Deakins, Nash, Smoak &
Stewart, P.C.
500 Dallas Street, Suite 3000
Houston, Texas 77002
713.655.0855
713.655.0020 (Fax)
samantha.seaton@ogletreedeakins.com

CERTIFICATE OF CONFERENCE

Counsel for Defendants conferred with counsel for Plaintiff, Charles L. Scalise, on January 31, 2020, via email, and Plaintiff does not oppose the relief requested by this Motion.

/s/Gregory Guidry
Gregory Guidry

CERTIFICATE OF SERVICE

I hereby certify that on this 31 of January, 2020, the foregoing was served on Plaintiff in accordance with the Clerk of the Court using the CM/ECF system, which will send notification of such filing to the following:

Charles L Scalise
Ross Law Group
1104 San Antonio Street
Austin, Texas 78701
charles@rosslawpc.com

/s/Gregory Guidry
Gregory Guidry